

EXHIBIT “F”

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

IN RE: . Case No.: 03-10945 (MFW)
. .
. 821 North Market Street
FLEMING COMPANIES, INC. et al. Wilmington, Delaware 19801
. .
Debtor, .
. Date: July 26, 2004
. Time: 9:46 a.m.

TRANSCRIPT OF OMNIBUS HEARING
BEFORE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

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Closing Argument/Liebeler

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1 hardware was there. So back in September of '99, Mr. Berry said,
2 for \$300,000, you've got an outright sale, you get all the rights
3 from my software. And if that had taken place, we wouldn't be
4 here today. He would have no more rights in it, no infringement,
5 nothing.

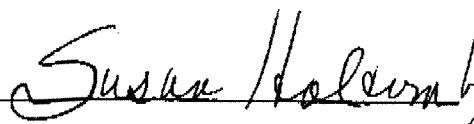

6 A little bit later on, in Exhibit 304, and 304 is
7 actually several documents. They may or may not go together and
8 the parties have been disputing that, so I don't want to over
9 characterize it, but the last page of that exhibit is a document
10 that Mr. Berry grafted that he calls an addendum to his end user
11 license agreement. And on the last page, what Mr. Berry wrote
12 was, quote, licensee understands the original contract value of
13 this software is \$2 million.

14 So Mr. Berry has admitted that the original contract
15 value of his software is two million. That's one-twenty fourth
16 of the value he's asserted in his administrative claim. Just one
17 month after he asserted that the original contract value of the
18 software was two million, we turn to the front page of that
19 exhibit and we find that there's a letter from a friendly
20 executive named Ralph Stuecy to Mr. Berry. Mr. Berry signed the
21 letter. And that letter says, and I quote, this is Stuecy
22 writing to Berry, we, Fleming, understand that you, Mr. Berry,
23 will grant us a no-charge user license for the software you have
24 developed for API and that you, Mr. Berry, wish to market it
25 commercially.

CERTIFICATE

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I certify that the foregoing is a correct transcript,
from the electronic sound recording of the proceedings in the
above-entitled matter.

 August 3, 2004
Susan Holcomb, Transcriber 

AAERT Cert. No. D-273